

MUNIMINS SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "**Subscription Agreement**") is entered into by and between MuniMins, LLC, owner of the MuniMins Products (the "**Company**" or "**MuniMins**") and the municipality, government body, company, organization, or any other legal entity (the "**Customer**") that intends to purchase one or more MuniMins Product(s) for use by its End Users, defined below, through the Company's website. Each of the Company and the Customer may be referred to herein as a **Party** and collectively as the **Parties**.

This Subscription Agreement, along with the General Terms and Conditions (the "**Terms**"), which can be found here: <https://munimins.com/docs/forms-and-policies> applicable Order Form(s), and all schedules, including the Pricing Schedule, as defined below, exhibits, statements of work, appendices, or other documents referenced by or attached to the Terms, Subscription Agreement, or Order Form is the entire agreement between the Parties (collectively, the "**Agreement**"). The Agreement controls the Customer's and its End User's access to and use of the Product(s) and is effective as of the applicable Order Form Effective Date.

1. DEFINITIONS

"Add-Ons": means the optional features or services available for purchase by Customer for additional Fees, as described in the Pricing Schedule and the Order Form

"Billing Start Date": means the date identified on the Order Form as the date from which billing shall be calculated.

"End Users": means officials, employees, contractors (including subcontractors and their employees), volunteers, and any agents of the Customer who are

authorized by the Customer to access the Product(s) in accordance with the terms of the Agreement.

"Fees": means the fees payable pursuant to Section 2 hereof.

"Meeting Credits": means the prepaid credits purchased by Customer that may be applied toward processing of meeting recordings in excess of the Monthly Processing Quota or for backlog processing, as described in the Pricing Schedule.

"Monthly Processing Quota": means the monthly processing quota as described in the Pricing Schedule.

"MuniMins Product(s)" or the **"Product(s)"**: means the MuniMins products and services made available to Customer pursuant to the Agreement, including the MuniMins software-as-a-service application, available through the Company's website www.munimins.com, including all features, functionality, updates, and enhancements made available to Customer during the Subscription Term, MuniMins professional services, or product-related content or services as specified in the Order Form.

"Order Form": means the MuniMins Order Form that sets out MuniMins Product(s), Subscription Term, Subscription Start Date, and Fees, which are based on the Product(s), Add-Ons, Monthly Processing Limit, Professional Services, and the number of End Users, as described in the Pricing Schedule, identified in the Order Form. An Order Form will take precedence over any other provision of the Agreement, provided that any conflict or inconsistency in an Order Form with any other provision of the Agreement will only apply to that specific Order Form.

"Pricing Schedule": means Company's then-current pricing schedule made available at <https://munimins.com/docs/forms-and-policies>, as may be updated from time to time, which describes the Product(s), Add-Ons, Rollover Meeting

Credits, Monthly Processing Limits, Professional Services, and other features and functionality included in or available with the applicable Product(s) and applicable pricing.

"Renewal Notice": means the written notice to Customer setting forth the renewal terms and the applicable Fees for the upcoming Renewal Term.

"Renewal Term": means each successive renewal period of the Agreement following the initial Subscription Term, with each such period being equal in length to the initial Subscription Term unless otherwise specified in the applicable Renewal Notice or Order Form.

"Subscription Start Date": means the date from which the Customer receives access to applicable Product(s).

"Subscription Term": means the period identified in the Order Form, or any renewal term, as applicable.

"Terms": means MuniMins General Terms and Conditions found at: <https://munimins.com/public/terms.php>

2. FEES AND PAYMENT

(a) Product Fees and Other Fees. In exchange for access to the Product(s) and the licenses granted under the Agreement, commencing on the Subscription Start Date, the Customer shall pay the Company the Fees identified in the applicable Order Form, plus any other applicable fees, costs, and expenses contained in the Order Form and the Agreement. During the Subscription Term, Customer may purchase Add-Ons, purchase Rollover Meeting Credits, or increase the number of End Users by executing a supplemental Order Form or, if available, via the Product dashboard, which will be deemed to amend the applicable Order Form accordingly.

(b) Fee Increases on Renewal. Unless otherwise specified in the Order Form, the subscription shall renew at the rate displayed in the then-current Pricing Schedule. No later than sixty (60) days prior to the expiration of the then-current Subscription Term, the Company shall deliver notice to Customer setting forth the renewal terms and the Fees for the upcoming Renewal Term ("Renewal Notice").

(c) Late Payments. If the Customer fails to pay the Fees by the due date specified on the invoice, the Company shall be entitled to suspend all access to Product(s) provided and any licenses granted under the Agreement, in addition to all other rights and remedies available to it under the Agreement and applicable law. Upon receipt of all past-due amounts from the Customer, the Company shall promptly reinstate all access to the Product(s) and the licenses granted under the Agreement. For the avoidance of doubt, Fees shall continue to accrue in accordance with the Agreement during any such suspension.

(d) Taxes. The Customer will be responsible for, and will promptly pay or reimburse Company for, the payment of all sales, use, excise, value-added, or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of the Company that is in accordance with the direction or request of the Customer) that are based on or with respect to any services or goods provided by the Company to the Customer, or the amounts payable to Company in respect thereof.

3. TERM; RENEWAL.

(e) Term. The Agreement shall become effective when the Customer signs the Order Form and, unless terminated earlier in accordance herein or with the

Terms, shall continue from the Billing Start Date for the period specified in the Order Form. For clarity: (i) in the event Customer executes the Order Form after the Billing Start Date, then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event the Customer receives the Product(s) before the Order Form is executed, then the Agreement shall be deemed effective from the Subscription Start Date.

(f) Renewal. The Company shall deliver a Renewal Notice to the Customer in accordance with Section 2(b). If the Customer does not deliver such notice by the renewal date the Customer's use of the Product(s) shall be limited on the date of expiration according to the "Access to Expired Subscriptions" policy.

(g) Access to Expired Subscriptions. If the customer does not renew the subscription prior to the expiration date, customer may access previously processed meetings for a period of thirty (30) days. All other functionality of the platform, including processing of new minutes and editing of boards or users, among other features, will be disabled. Data on MuniMins will be preserved for 60 days to allow the customer to renew within that period without setting up a new account.

(h) Termination for Cause. Either Party may terminate the Agreement for cause: (a) upon thirty (30) days' written notice of a material breach to the other Party of the Agreement, provided such breach remains uncured at the expiration of such notice period; or (b) immediately if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which proceeding is not dismissed within sixty (60) business days. Upon any termination for cause by the Customer, the Company will refund the Customer any prepaid fees for the Product(s) for the period after the termination date.

4. NOTICES

Any notice which either party is permitted or required to give to the other Party shall be deemed to have been given and received, and to be effective for all purposes when delivered personally, or when sent by certified mail or by email, in each case to the address listed in the Order Form. Notices shall be effective if addressed to the last known address of the individual/party to whom such notice is being sent.

5. MISCELLANEOUS

(a) No Agency Relationship. Nothing contained herein shall be deemed to make either party an agent or legal representative of the other for any purpose whatsoever.

(b) Assignment. The Customer may not assign, lease or sublease, sublicense, or in any other manner transfer to any person or other organization its rights under the Agreement, except as provided for herein. Company may assign its rights under the Agreement and will provide notice to Customer following the close of such a transaction.

(c) Amendment. The Agreement, except as provided in the Terms, may not be amended except by a written agreement between Company and Customer.

(d) Governing Law. The Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, the Agreement must be brought in the courts of the State of Massachusetts in Suffolk County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

- (e) **Benefit.** The Agreement shall be binding upon and inure to the benefit of the Company and the Customer and their respective heirs, personal representatives, successors, and assigns.
- (f) **Entire Agreement.** The Agreement contains the entire agreement between the parties and supersedes all prior agreements or understandings, written or otherwise, which are expressly hereby agreed to be of no further force or effect.
- (g) **Severability.** If any provision of the Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of the Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- (h) **Force Majeure.** Any failure or delay by the Company in the performance of its obligations pursuant to the Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, and quarantines, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under the Agreement are to be executed, strikes, supplier and third-party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of the Company.

(i) Waiver. The waiver by either party hereto of any breach of any term, condition, or provision of the Agreement, or the failure by either party to enforce any term, condition, or provision of the Agreement, shall not operate or be construed as a waiver of any other term, condition, or provision or of any subsequent breach of the same term, condition, or provision.